

140
27 Sep 13

**DEPARTMENT OF HOMELAND SECURITY
U.S. CUSTOMS AND BORDER PROTECTION**

INTERAGENCY AGREEMENT

PART I

U.S. Customs and Border Protection	Agreement No. HSBP1013X00140	Modification No.	
	Option No.	Task Order No.	
Statutory Authority		Requisition No. 0020076098	Date Prepared
Name and Address of Customs Organization (Office or Division Responsible for Agreement) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW Procurement Directorate - NP 1310 Washington DC 20229		Performance Location See Attached Delivery Schedule	
Participating Agency	Agreement No.	Modification No.	
	Option No.	Task Order No.	
Statutory Authority		Requisition No.	Date Prepared
Name and Address of Participating Organization (Office or Division Responsible for Agreement) <div style="background-color: black; color: white; text-align: center; padding: 50px; font-size: 48px;">(b) (6)</div>		Performance Location	

PART II

<i>All acquisitions made under this Agreement shall comply with the Competition in Contracting Act, P.L. 98-369, and regulations pertaining thereto.</i>												
Scope of Work: This Interagency Agreement (IAA) between the U.S. Army Corps of Engineers (USACE) and the Department of Homeland Security, U.S. Customs and Border Protection (CBP), Office of Administration, Facilities Management and Engineering (FM&E) Border Patrol Facilities & Tactical Infrastructure (BPFTI) Program Management Office is for the purpose of obtaining the technical expertise of the USACE to assist CBP in obtaining construction life-cycle activities in support of tactical infrastructure (TI) projects and maintenance and repair activities, on time and within scope and budget. The technical expertise required across the planning, design, and construction phases of each TI construction project includes program management, project management, acquisition	Period of Performance: * From 09/17/2013 To 03/16/2014											
* See SOLO, Page 2, Section VIII	Base Price of Funded IA:	\$3,800,048.95										
	Amount of this Modification:	\$0.00										
	Overhead:	\$0.00										
	Total Price of IA:	\$3,800,048.95										
Attachments:	<table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> Terms and Conditions of Agreement</td> <td><input checked="" type="checkbox"/> Statement of Work</td> <td><input type="checkbox"/> Quantity and Unit Price</td> </tr> <tr> <td><input checked="" type="checkbox"/> Determinations and Findings</td> <td><input type="checkbox"/> Option Period Dates</td> <td><input type="checkbox"/> Form 236A</td> </tr> <tr> <td><input type="checkbox"/> Market Research Findings</td> <td><input checked="" type="checkbox"/> Other _____</td> <td></td> </tr> </table>			<input checked="" type="checkbox"/> Terms and Conditions of Agreement	<input checked="" type="checkbox"/> Statement of Work	<input type="checkbox"/> Quantity and Unit Price	<input checked="" type="checkbox"/> Determinations and Findings	<input type="checkbox"/> Option Period Dates	<input type="checkbox"/> Form 236A	<input type="checkbox"/> Market Research Findings	<input checked="" type="checkbox"/> Other _____	
<input checked="" type="checkbox"/> Terms and Conditions of Agreement	<input checked="" type="checkbox"/> Statement of Work	<input type="checkbox"/> Quantity and Unit Price										
<input checked="" type="checkbox"/> Determinations and Findings	<input type="checkbox"/> Option Period Dates	<input type="checkbox"/> Form 236A										
<input type="checkbox"/> Market Research Findings	<input checked="" type="checkbox"/> Other _____											

PART III

Special Instruction: U.S. Customs and Border Protection Interagency Agreement Number and Project Code must be referenced on every invoice/voucher.

PARTICIPATING AGENCY FUNDING	Include in accounting strip: PROJECT CODE/NO. - APC - BFY - FUND - BUDPLN - ORG - PROG - OCC - TOTAL	
	GRAND TOTAL \$3,800,048.95	
U.S. CUSTOMS AND BORDER PROTECTION FUNDING	Include in accounting strip: PROJECT CODE/NO. - APC - BFY - FUND - BUDPLN - ORG - PROG - OCC - TOTAL	
	Treasury Account Symbol(s) [TAS]	
	Line 10 TAS 70X0533 Line 20 TAS 70X0533 Line 30 TAS 70X0553 70X0533 Line 40 TAS 70X0553 70X0533 Line 50 TAS 70X0553 70X0533 Total	<div style="background-color: black; color: white; font-size: 48pt; padding: 10px; display: inline-block;">(b) (4)</div>
	GRAND TOTAL \$3,800,048.95	

PART IV

Check Appropriate Boxes:

☐

Transfer Appropriation

☐

Billing for actual cost incurred

☐

Other

☐

Monthly

☐

Quarterly

☐

Semi-Annual

☐

Annual

☐

Advanced

☐

Reimbursable Direct Fund Cite

BILLING / PAYMENT	PARTICIPATING AGENCY	U.S. CUSTOMS AND BORDER PROTECTION
	Agency Locator Code:	Agency Locator Code: 70050800
	BPN No.:	BPN No.: DUNS# 879824324
	Address:	Address: DHS - Customs & Border Protection National Finance Center PO Box 68908 Indianapolis IN 46268
	Point of Contact:	Point of Contact: (b) (6), (b) (7)(C)
	Telephone No.:	Telephone No.: 317 (b) (6), (b) (7)(C)
	FAX No.:	FAX No.: 317 (b) (6), (b) (7)(C)
	E-Mail Address:	E-Mail Address: (b) (6), (b) (7)(C) @cbp.dhs.gov

U.S. Customs and Border Protection Form 236 (05/02)

APPROVALS

	PARTICIPATING AGENCY	U.S. CUSTOMS AND BORDER PROTECTION
PROGRAM OFFICE	Name: (b) (6), (b) (7)(C)	Name: (b) (6), (b) (7)(C)
	Title: Director, ECSD Division	Title: DIVISION DIRECTOR
	Telephone No.: 817- (b) (6), (b) (7)(C)	Telephone No.: 202 (b) (6), (b) (7)(C)
	FAX No.:	FAX No.:
	E-Mail Address: (b) (6), (b) (7)(C) @usace.army.mil	E-Mail Address: (b) (6), (b) (7)(C) @CBP.DHS.GOV
	(b) (6), (b) (7)(C) Date: 19 SEP 13	(b) (6), (b) (7)(C) Date: 9/20/13
COTR	Name:	Name: (b) (6), (b) (7)(C)
	Title: COTR	Title: DIVISION DIRECTOR
	Telephone No.:	Telephone No.: 202 (b) (6), (b) (7)(C)
	FAX No.:	FAX No.:
	E-Mail Address:	E-Mail Address: (b) (6), (b) (7)(C) @CBP.DHS.GOV
	Signature: Date:	(b) (6), (b) (7)(C) Date: 9/20/13
PROGRAM BUDGET OFFICE(R)	Name:	Name: (b) (6), (b) (7)(C)
	Title:	Title: Financial management branch chief (A)
	Telephone No.:	Telephone No.: 949 (b) (6), (b) (7)(C)
	FAX No.:	FAX No.:
	E-Mail Address:	E-Mail Address: (b) (6), (b) (7)(C) @CBP.DHS.GOV
	Signature: Date:	(b) (6), (b) (7)(C) Date: 9/20/13
BUDGET DIVISION (for 2X only)	Name: (b) (6), (b) (7)(C) BUDGET OFFICER	Name:
	Title:	Title:
	Telephone No.:	Telephone No.:
	FAX No.:	FAX No.:
	E-Mail Address:	E-Mail Address:
	Signature: (b) (6), (b) (7)(C) Date: 29 Sep 2013	Signature: Date:
CON- TRACTING OFFICER	Name:	Name: (b) (6), (b) (7)(C)
	Title:	Title: Contracting Officer
	Telephone No.:	Telephone No.: 317 (b) (6), (b) (7)(C)
	FAX No.:	FAX No.: 703 (b) (6), (b) (7)(C)
	E-Mail Address:	E-Mail Address: (b) (6), (b) (7)(C) @US.GOV
	Signature: (b) (6), (b) (7)(C) Date: 9/27/2013	Signature: Date:

U.S. Customs and Border Protection Form 236 (05/02)

INSTRUCTIONS

Instructions are provided for only those items that need explanation and clarification. Enter N/A where an answer is not applicable.

PART I - ADMINISTRATION

- Agreement Number - Interagency Agreement (IA) number is assigned by U.S. Customs and Border Protection Procurement Division.
- Option Number - Include if the IA contains options and an option is being exercised or modified.
- Task Order Number - Include if referenced in the Statement of Work.
- Statutory Authority - Define under what authority the IA is authorized.
- Requisition Number - The Program Office assigns this number when appropriate.

PART II - AGREEMENT

- Scope of Work - Briefly summarize the statement of work. If the agreement is being modified, describe why the modification is being issued *(not the accounting strip)*
- Attachments - Check the appropriate boxes to indicate documents attached to CF236.

PART III - FUNDING

- (1) Include line item numbers, accounting strips, and price for each.
- (2) For modification show how the prices are changed for the line items and show the revised total.
- (3) Include in the price adjustments, for all prior modifications, (under the currently funded IA) to show logic of changes to the price of the IA.
- (4) Insert in the Grand Total block the total amount, or revised total of the funded IA.

PART IV - BILLING/PAYMENT

This part is self-explanatory.

PART V - APPROVALS

- U.S. Customs and Border Protection Provide complete information for all required Approving Officials.
- Participating Agency Include information requested only for those Approving Officials that are required by your organization.

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
INTERAGENCY AGREEMENT: HSBP1013X00140**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	USACE TI PROJECTS IAA 2	1.000	AU	(b) (4)	(4)
20	PF225 Real Estate Additional Funding	1.000	AU		
30	PF225 Real Estate Additional Funding	1.000	AU		
40	PF225 Real Estate Additional Funding	1.000	AU		
50	PF225 Real Estate Additional Funding	1.000	AU		

Total Funded Value of Award:

\$3,800,048.95

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2525USCSGLCS0928040500ZFOP11173SB021101AG00 SB5092525	(b) (4)
20	6999.3222USCSGLCS0928040500Z20U07173SB031101AG00 SB5023222	
30	6999.3222USCSGLCS0928040500Z20U08173SB031101AG00 SB5023222	
40	6999.3222USCSGLCS0928040500Z20U10173SB031101AG00 SB5023222	
50	6999.3222USCSGLCS0928040500Z20U09173SB031101AG00 SB5023222	

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1301 Constitution Av, NW Washington, DC 20004	10	1.000	03/16/2014
	20	1.000	03/16/2014
	30	1.000	03/16/2014
	40	1.000	03/16/2014
	50	1.000	03/16/2014

HSBP1013X00140

LIST OF ATTACHMENTS

Attachment (1) Statement of Work (12 pages)

Attachment (2) Office of Federal Procurement Policy (OFPP) Part A (19 pages)

Attachment (3) OFPP Part B (5 pages)

Attachment (4) Economy Act Determination and Findings (2 pages)

**INTERAGENCY AGREEMENT
STATEMENT OF WORK
BETWEEN
U.S. CUSTOMS AND BORDER PROTECTION AND
THE U.S. ARMY CORPS OF ENGINEERS**

I. AUTHORITY

The authority of the Department of Homeland Security, U.S. Customs and Border Protection and the U.S. Army Corps of Engineers to enter into this Interagency Agreement (IAA) is the Economy Act of 1932 (31 U.S.C. 1535), resulting in an assisted acquisition.

II. OBJECTIVE/PURPOSE

This Interagency Agreement (IAA) between the U.S. Army Corps of Engineers (USACE) and the Department of Homeland Security, U.S. Customs and Border Protection (CBP), Office of Administration, Facilities Management and Engineering (FM&E) Border Patrol Facilities & Tactical Infrastructure (BPFTI) Program Management Office is for the purpose of obtaining the technical expertise of the USACE to assist CBP in obtaining construction life-cycle activities in support of tactical infrastructure (TI) projects and maintenance and repair activities, on time and within scope and budget. The technical expertise required across the planning, design, and construction phases of each TI construction project includes program management, project management, acquisition, cost estimating, engineering and architectural design, real estate acquisition, environmental planning, construction, and construction management.

III. SCOPE

This Statement of Work describes the comprehensive scope of support services for CBP's construction life-cycle activity requirements for TI projects. The USACE will provide the technical expertise, materials, equipment, and program oversight to support the CBP FM&E BPFTI TI project requirements. TI consists of roads and bridges, fences and gates, drainage structures, lighting and electrical components not associated with a facility, and vegetation and debris removal.

During the Base Period and, if exercised, in each Option Period, USACE will use its best efforts to provide the following services either by contract or by in-house efforts:

- a. Provide **program and project management support and expertise** in support of TI construction project activities (using either in-house or contractor resources), including but not limited to:
 - 1) Support program management requirements in accordance with the processes and procedures set forth in the CBP/USACE Program Management Plan (PgMP) dated May 9, 2011.

- 2) Provide program and project management services in accordance with the CBP/USACE Memorandum of Agreement for Comprehensive Nationwide Project Management Services dated November 1, 2009.
 - 3) Development of PRDs, preparation of rough order of magnitude (ROM) cost estimates (using the project cost estimation spreadsheet) and preliminary schedules, risk identification and mitigation strategies, and project monitoring and control.
 - 4) Project scoping, studies, investigations, evaluations, consultations, conceptual design, value engineering, and operation, monitoring, and topographic, geotechnical, and environmental survey services.
 - 5) Track project progress and provide progress reporting and updated schedules (including construction schedules provided by contractors) through regular reporting, periodic reviews, and maintaining current data in the Facilities and Infrastructure Tracking Tool (FITT) database from project initiation to project closeout.
 - 6) Analyze project, cost and schedule risk, risk analyses, and develop mitigation strategies to minimize the impact to the project over the lifecycle of the project. Provide cost trends and analysis, and generate cost reports and life cycle cost estimates as applicable.
 - 7) Providing detailed reports of costs incurred.
 - 8) Providing Request for Proposals (RFP), and any modifications (as applicable) for tracking and reporting purposes.
 - 9) Participate in regular status updates (i.e., Weekly Calls and Program Management Reviews) as required.
- b. Provide **planning phase support**, including but not limited to:
- 1) Support for site selection, site reconnaissance, including conducting market surveys, and obtaining legal access for further onsite investigations, such as land surveys, geotechnical evaluations, and environmental investigations.
 - 2) Support for advanced planning, programming, studies, investigations, sustainability analysis and documentation, sustainable infrastructure assessments, life cycle cost analysis, simplified total energy program (STEP) analysis, resource conservation, surveys and assessments, and energy studies.
 - 3) Environmental and real estate compliance support, including:
 - a) Support environmental compliance requirements such as the preparation and review of biological and cultural survey reports, environmental assessments, environmental stewardship plans, biological resource plans, environmental stewardship summary reports, environmental impact statements, Findings of No Significant Impact, Records of Decision, mitigation plan(s), and other associated documentation requirements in compliance with the National Environmental Policy Act (NEPA) of 1969, DHS Directive 023-01, Environmental Planning Program and CBP policies and procedures for land acquisition. Additional activities include support of data identification, collection (including site visits

and interviews), development, and interpretation; sampling and analysis; and human health risk and environmental impact evaluations and reports.

- b) Support real estate compliance requirements in accordance with the procedures and services set forth in the CBP/USACE Support Agreement to Conduct Real Estate Services dated November 21, 2010.
- c. Provide technical, contractual, and project management experience to develop and execute **acquisition strategies**, including but not limited to:
 - 1) Design-Bid-Build (DBB), Design-Build (DB), or other recommended acquisition vehicles and/or approaches.
 - 2) During acquisition strategy discussions, identify available contracting vehicles in other USACE districts.
 - 3) As required, develop Requests for Proposals (RFP), Invitation to Bids, Independent Government Estimates (IGE), Acquisition Plans, Statements of Work (SOW)/Statements of Objectives (SOO)/Statements of Need (SON), and other necessary acquisition documentation in support of CBP TI construction requirements.
- d. Provide program management, real estate, environmental, and A/E support and expertise during the **design phase** that encompasses the preparation of designs including plans, drawings, design analyses, specifications and cost estimates required to execute a site-specific construction project (including studies and surveys). This support will also include landscaping, value engineering, as well as reviews of all of the above products and services. Other design phase support includes but is not limited to:
 - 1) Providing civil, mechanical, structural, electrical, and geotechnical services to support design requirements for TI based on the most current version of the BPFTI TI Design Standards.
 - 2) Supporting DBB requirements, including developing statements of work (SOW) for design services, acquiring A/E design services, developing designs, developing SOWs for construction services, acquiring construction services, and constructing the project.
 - 3) Supporting DB requirements, including developing SOWs for DB services, acquiring DB services, and designing and constructing the project.
 - 4) Ensuring all environmental and real estate requirements are satisfied before the construction phase begins. Identifying any environmental concerns and best management practices (BMPs) and additional real estate interests (not identified during the planning phase) that may be required to access construction, utilities, and other needs.
- e. Provide support during the **construction phase** of projects, including but not limited to:
 - 1) Monitoring contract execution by ensuring construction contract requirements are met, overseeing contractor progress, validating compliance with Davis-Bacon Act wage rates, reviewing and evaluating changes that originate from the contractor, reviewing progress payments, and performing quality assurance.

- 2) Purchasing materials (including water) and services in support of testing, surveys, and oversight for Military Deployment Construction projects
 - 3) Reviewing, evaluating, and incorporating change requests, and providing notification of any field modifications
 - 4) Providing resident engineering expertise and participating in weekly construction progress meetings
 - 5) Performing environmental monitoring and cultural surveying, addressing environmental issues, conducting environmental and real estate stakeholder outreach, and applying BPFTI construction BMPs as required throughout the entire construction phase.
 - 6) Coordinating and conducting final inspections and walkthroughs prior to acceptance to identify any deficiencies that must be corrected.
- f. Provide support during the **post-construction** phase of projects, including but not limited to:
- 1) Supporting project closeout activities to ensure that all obligations, expenditures, and USACE and contractor vouchers are finalized and executed, excess funds are deobligated, and financial records for the project are properly closed out.
 - 2) Assisting in resolving warranty issues should the contractor refuse to address these items.
 - 3) Submitting closeout and project documentation through FITT, to include as built drawings, warranties, O&M manuals, acceptance letter, final inspection notice, final punch list, etc. (as applicable)

IV. REQUIREMENTS/TASKS:

CBP:

- a. Provide the USACE with CBP primary and alternate point of contact to include the name, phone number, and email address for each TI construction project. The primary contact will work with the USACE throughout the planning, design, construction, and closeout phases of each project.
- b. Provide the USACE with a preliminary list of CBP FM&E TI projects that will require construction life-cycle support under this Agreement.
- c. CBP must identify and develop TI construction requirements and establishing project priorities for the USACE.
- d. Provide the USACE with a process and a list of CBP personnel or other designated Government Officials who will be authorized to submit a request for the USACE to provide services or otherwise obligate service order funds under this Agreement.
- e. Provide USACE with a copy of standards, requirements, and templates to be followed in support of TI construction activities (i.e. TI Standards, real estate requirements, environmental and NEPA compliance, PRD templates, and other requirements).

- f. Provide direction on specific deliverables required to satisfy requirements in this SOW and accompanying PRDs.
- g. CBP shall pay all costs associated with USACE's provision of services under this IAA in accordance with the provisions of the Economy Act and hereby certifies the availability of funds necessary to accomplish the work described in this IAA.
- h. CBP shall obtain for USACE and its contractors all necessary real estate interests where real estate services have not been assigned to USACE, access to all work site and support facilities.
- i. Within five (5) calendar days after receiving notice of USACE's intent to award or publicly announce the award of a contract for the performance of services under this IAA valued in excess of \$1,000,000.00, CBP shall notify the House and Senate Committees on Appropriations of the pending contract award or public announcement.

USACE:

- a. Provide a Program Manager from the USACE ECSO and necessary support personnel from other district and area offices to deliver lifecycle construction support and services for each project.
- b. Enter data and documents into FITT for each project in accordance with the Deliverables section of the SOW. FITT can be accessed at <https://www.borderfitt.com>.
- c. Utilize the Document Review and Checking System within ProjNet (Dr. Checks) to manage quality and maintain control over design and document reviews.
- d. The USACE Project Manager must keep the CBP Project Manager apprised of progress, scheduling conflicts, and other potential problems and issues effecting the execution of this Agreement.
- e. At project initiation, provide a cost estimate utilizing the Project Cost Estimation spreadsheet that outlines the expected level of effort and cost of all aspects of the project, including construction, construction oversight, design, environmental, real estate, and project management. Any deviation from the agreed upon cost estimate must be approved via the change request process.
- f. Provide necessary resources to execute the tasks specified in this Agreement.
- g. The USACE must provide procurement services and support (i.e., Contracting Officer, Contracting Officer Technical Representative) to oversee the award and management of contracts for CBP TI construction services.
- h. The USACE must investigate and pursue, where appropriate, claims and/or legal action against contractors and AE firms, damages arising from professional negligence in contracts awarded by the USACE.
- i. The USACE will develop and provide the CBP lessons learned from USACE awarded contracts.
- j. The USACE must immediately notify CBP of any litigation actions that may impact TI construction activities, and must assist with coordination of CBP's Office of Chief

Counsel to determine the legal ramifications of the litigation to CBP. The USACE remains primarily responsible for defending such actions awarded by the USACE.

- k. USACE shall enter the DHS Funding Agency and Funding Office Identification Codes in the Federal procurement Data System when reporting any contract that results from this IAA.
- l. USACE shall notify CBP of its intent to award or publicly announce the award of any contract for the performance of services under this IAA valued in excess of \$1,000,000.00 at least ten (10) calendar days in advance of the award or public announcement.

V. ESTIMATED COST BREAKOUT (INCLUDING APPLICABLE FEES):

Table 1 below depicts the current on-going and new projects receiving additional funding under this IAA.

CLIN/Project Title	Funded Value	RWA #	Current Balance	Total Dollar Value
10 - Change Mgmt Reserve	(b) (4)	N/A		
20 - EPT Crossovers		20054451 ✓	(b) (4)	(b) (4)
20 - EPT Crossovers		20050072 ✓		
30 - 19 Canyon		20035374 ✓		
40 - LRT Boat Ramp		20057171 ✓		
50 - PF225 Real Estate	(b) (4)			
Total				(b) (4)

Table 1: On-Going and New Projects Requiring Additional Funding

*Current balance is what is reflected in the CBP financial system SAP as of 7/26/13.

Note: CLIN structure includes all expected projects and the approved structure but does not necessarily the order of which each project will appear in the financial documentation.

In addition to the projects stated above, this Agreement also includes Reimbursable Work Authorizations (RWAs) where work is currently being performed under fully funded RWAs. Modifications to existing RWAs are prohibited with the exception of deobligation once projects are complete. The authority for any additional funding associated with the projects in this agreement lies with the CBP Contracting Officer. The referenced RWAs under this Agreement (depicted in Table 2) include:

Fully Funded RWAs/Project Title	RWA #	Current Balance	Dollar Value
A-1 West Access Road SDC 7101-2 All Weather Road	20059042 ✓	(b) (4)	(b) (4)
Nogales TCA 7701-2 D5 Access Roadway (Zone 20)	20060188 ✓		
RGV Gates	20056380 ✓		
Riverbend Roads Re-Vegetation	20056469 ✓		
Total			

Table 2: On-Going Projects Fully Funded

*Current balance is what is reflected in the CBP financial system SAP as of 7/26/13

Total CLINS + Fully Funded RWAs	\$71,228,245.01
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Base Year: The Base Period amount includes all costs for all work included in the scope of this IAA plus the project management costs charged by USACE for the Base Period. Actual USACE costs are dependent on the work performed. This budgetary estimate is based on a summation of all the labor, contract and other direct costs assumed to be required to fund the portfolio of projects executed during the Base Period through contract closeout. Additional supporting documentation on the basis of the cost estimates is available in the Project Requirement Documents (PRD).

The estimated cost for Option Period 1 is based on a change management reserve fee to cover any modifications that may be required in the out years, and the RGV Gates Phase 2 project costs. Option Periods 2 - 4 are based on a change management reserve fee to cover any modifications that may be required in the out years.

Option Years: The Option Years are presented below. The following tables show the estimated costs during the Option Years:

CLIN	Option Year 1 Cost
10 - Change Management Reserve	(b) (4)
20 - EPT Crossovers	
30 - 19 Canyon	
40 - LRT Boat Ramp	
50 - PF225 Real Estate	
60 - Baboquivari Road Construction	
70 - RGV Gates Phase 2	
Total	

CLIN	Option Year 2 Cost
10 - Change Management Reserve	(b) (4)
Total	

CLIN	Option Year 3 Cost
10 - Change Management Reserve	(b) (4)
Total	

CLIN	Option Year 4 Cost
10 - Change Management Reserve	(b) (4)
Total	

Option year estimated costs will be revalidated by USACE 60 days in advance of the current IAA period expiration. The revalidated costs will incorporate the latest BPFTI forecast of work to be completed within the option period. If necessary, an amended IAA with updated funding will be provided no later than fifteen days in advance of the IAA expiration.

VI. DELIVERABLES:

The USACE must provide an electronic version of each report and schedules/milestones.

- Detailed Reports shall be provided with invoices via IPAC system.
- Monthly data update in FITT
- Monthly Schedule transfer to BPFTI

VII. PLACE OF PERFORMANCE

The place of performance for this requirement shall include but not be limited to the Southwestern and Northern U.S. international borders, areas within the Continental United States (CONUS), and Puerto Rico.

VIII. PERIOD OF PERFORMANCE

This Agreement is effective on September 17, 2013 through March 16, 2014. There will be four option years, through 2018 or until earlier terminated by the parties. Option years are as follows:

- Option 1: March 17, 2014 through March 16, 2015
- Option 2: March 17, 2015 through March 16, 2016
- Option 3: March 17, 2016 through March 16, 2017
- Option 4: March 17, 2017 through March 16, 2018

Each option will be exercised, if necessary, no later than fifteen days in advance of the IAA expiration.

IX. FUNDING

The initial value of the IAA base period is \$67,428,195.06. Four option years will be funded for (b) (4). Any modifications resulting from a CBP approved change request will be funded from the change management reserve contract line item number (CLIN) 10. Use of the change management reserve funding CLIN 10 is only authorized after receipt of a CBP approved change request. Funding will be provided by CBP BPFTI PMO to the USACE. Funding for this agreement shall be established by individual PRDs issued under the authority of this document. Additional funding may be added to respond to emergency repairs, support additional new TI M&R requirements, and to fund unforeseen changes to the project requirements (via the change management reserve CLIN 10) as deemed necessary.

CBP shall pay all actual costs incurred by USACE relative to the provision of goods or services under this IAA. USACE may bill CBP in advance and CBP shall provide the necessary funds in advance. Alternatively, USACE may bill CBP monthly for costs actually incurred, using Standard Form (SF) 1080, Voucher for Transfers between Appropriations and/or Funds, and CBP shall reimburse USACE within 30 days of receipt of an SF 1080.

If USACE forecasts its actual costs under this IAA to exceed the amount of funds available, it shall promptly notify CBP of the amount of additional funds necessary to complete the work and the reason for the exceeded amount. CBP shall either provide the additional funds to USACE or direct the reduction of the scope of work to that which can be paid for the then available funds or direct termination of work.

Within 90 days of completing the work, USACE shall conduct an accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the USACE shall return to CBP any funds advanced in excess of the actual costs as then known, or CBP shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit CBP's duty to pay any costs, such as contract claims, or other liability, which may become known after final accounting.

This IAA and any modifications to it may be incrementally funded to accomplish the various program elements:

Specific funding information is as follows:

Fund: BSFIT

Org Code
Budget Plan
Program Code
Project Code

X. POINTS OF CONTACT

CBP:

(b) (6), (b) (7)(C)

Division Director

TI Division

Border Patrol Facilities and Tactical Infrastructure

Program Management Office

Phone: 202 (b) (6), (b) (7)(C)

E-mail: (b) (6), (b) (7)(C)@cbp.dhs.gov

CBP Acquisitions:

Contracting Officer

US Customs and Border Protection/DHS

Phone:

Email:

[CS]

USACE:

(b) (6), (b) (7)(C)

Director, Engineering and Construction Support for Others

USACE, Ft Worth

Phone: (b) (6), (b) (7)(C)

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USACE for FITT

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E-mail:

XI. PARTICIPATING AGENCY INFORMATION

Specific Agency information is as follows:

Full Agency Name: U.S. Army Corps of Engineers, Fort Worth District

Full Agency Address: 819 Taylor St, Rm 3A14, Fort Worth, TX 76102

Telephone Number: (b) (6), (b) (7)(C)

Fax Number: 817-886-6440

Tax Identification Number: (b) (6), (b) (7)(C)

DUNS Number: 068112791

Agency Locator Code: 00008736

XII. OTHER CONSIDERATIONS

Constraints: Resource availability, USACE Customer priorities, site location, additional staff training and logistics may initially impact the USACE from fully supporting this new agreement. The customer will be kept informed of progress made to mitigate these obstacles.

XIII. ADDITIONAL INFORMATION

- a. **APPLICABLE LAWS.** This IAA and all document and all actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by Law, all contract work undertaken by USACE will be governed by those policies and procedures to which USACE is subject.
- b. **CONTRACT CLAIMS AND DISPUTES.** All claims and disputes by contractors arising under or relating to contracts awarded by the USACE pursuant to this IAA shall be resolved in accordance with Federal Law and the terms of the individual contract. USACE shall have dispute resolution authority for these claims in consultation with CBP. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.
- c. **DISPUTE RESOLUTION.** The parties agree that, in the event of a dispute between the parties, CBP and USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget or such other entity as may be appropriate, such as Office of the Secretary of Defense.
- d. **RESPONSIBILITY FOR COSTS.** If liability of any kind is imposed on the United States relating to USACE's provision of goods or services under this IAA, CBP shall remain responsible as the program proponent for providing such funds as necessary to discharge liability, and related costs for which they are responsible.

Notwithstanding the above, this IAA does not confer any liability upon CBP for claims payable by USACE under the Federal Torts Claims Act. Provided further that nothing in this IAA is intended or will be construed to create any rights or remedies for any third party and no third party is intended to be a beneficiary of this IAA.

e. PUBLIC INFORMATION. Justification and explanation of the IAA Programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of CBP except to the extent specifically assigned to USACE in this IAA. USACE may provide, upon request, any assistance necessary to support CBP and justification or explanations of the CBP programs conducted under this IAA. In general, CBP is responsible for all public information. USACE may make public announcement and respond to all inquiries relating to the ordinary procurement and contract award and administration process. CBP or USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this IAA.

f. MISCELLANEOUS.

1. Other Relationships or Obligation. This IAA shall not affect any pre-existing or independent relationships or obligations between CBP and USACE.

2. Survival. The provisions of this IAA that require performance after the expiration or termination of this IAA shall remain in force notwithstanding the expiration or termination of this IAA.

3. Severability. If any provision of this IAA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

g. AMENDMENTS, MODIFICATIONS, AND TERMINATIONS. This IAA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this IAA by providing written notice to the other party. The termination shall be effective 180 calendar day following notice, unless a later date is set forth. In the event of termination, CBP shall continue to be responsible for all costs incurred by USACE under this IAA and for the costs of closing out or transferring any ongoing contracts. Modification to the IAA option period cost estimates will require an amendment to the IAA.

h. EFFECTIVE DATE. This IAA is effective upon signature by CBP and USACE representatives.

Interagency Agreement

PART A – General Terms & Conditions

A.1. Purpose

This Part of the IA (hereinafter "Part A") describes the terms and conditions that govern the provision of acquisition assistance between U.S. Customs and Border Protection (CBP), hereinafter "the Requesting Agency" and the U.S. Army Corps of Engineers (USACE), hereinafter "the Servicing Agency."

No fiscal obligations are created through the execution of this Part A. A fiscal obligation arises when the Requesting Agency demonstrates a bona fide need, provides the necessary requirements and funding information to the Servicing Agency and both parties execute a funding document using Part B of this IA or an alternate funding document. In this instance, the CBP 236 also contains the required funding information.

A.2. Authority

The parties' authority to enter into this interagency agreement is (check applicable box):

- ☒ The Economy Act (31 U.S.C. 1535)
- ☐ Franchise Fund (e.g., 31 U.S.C. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321)
Identify specific statutory authority _____
- ☐ Other (Identify specific statutory authority or authorities)

A.3 Part Identifier

HSBP1013X00140

A.4. Scope

a. Organizations authorized to request acquisition assistance

The following organizations in the Requesting Agency are authorized to obtain assistance from the Servicing Agency.

- (1) CBP Procurement Directorate (PD)
- (2) CBP Facility Management and Engineering Directorate (FM&E)

b. Organizations authorized to provide acquisition assistance

The organizations in the Servicing Agency authorized to provide assistance to the Requesting Agency are U.S. Army Corps of Engineers (USACE) , Director of Construction Support for Others, Fort Worth, Texas.

c. Types of products or services that may be acquired

The following types of services or products may be acquired through interagency acquisition pursuant to this IA.

USACE will provide support for tactical infrastructure projects to support CBP, as described in the statement of work, page one (1), paragraph III, entitled Scope.

d. Limitations

None

A.5. Period of Agreement

From the date appropriate officials from CBP and USACE sign the IAA document through March 16, 2014.

A.6. Rules & Responsibilities of Servicing Agency & Requesting Agency

1. Determine needs and develop requirements document

a. Requesting Agency

- i. Determine requirement;
- ii. Conduct market research;
- iii. Develop an independent government cost estimate;
- iv. Determine that it's in the Government's best interest to pursue an assisted acquisition;
- v. Provide documentation to Servicing Agency such as a Statement of Work, and any specific requirements;
- vi. Initiate acquisition planning as soon as possible after a need is identified;
- vii. Identify the Contracting Officer's Representative;
- viii. Identify the Contracting Officer;
- ix. Determine when the need must be met, i.e. date of deliverables, or performance period;

b. Servicing Agency

- i. Assist the Requesting Agency in refining the requirements documents package, including the description of key project objectives, unique project requirements, and performance expectations;
- ii. As applicable, assist the Requesting Agency in acquisition planning

2. Prepare a funding document

See the CBP Form 236 and OFPP Part B.

a. Requesting Agency

- i. Work with the Servicing Agency to prepare funding document (OFPP Part B – Requirements and Funding Information of the IA). Also, work with the Servicing Agency to provide:

- (1) Description of the specific products or services required and the acquisition activities to be performed by the Servicing Agency that is adequate to demonstrate a bona fide need and can be recorded as an obligation (31 U.S.C. 1501, 1502);

- (2) Information on performance or delivery requirements along with projected milestones. See OFPP Part B, Section B.7, page 2 of 5, attached to this IA.
- (3) Data required for the proper transfer and obligation of funds; and,
- (4) Information on any agency-unique acquisition restrictions or limitations applicable to the funding provided.

ii. For all funding documents (OFPP Part B) and CBP Form 236 executed under this IA, assign a financial point of contact who is a "certifying official" as that term is used in 31 U.S.C. § 3528. The funds certifying official shall: (a) timely execute all financial documents required for a valid funding request to show funding meets purpose, time and amount; and (b) ensure funds are certified and legally available for the specified acquisition.

b. Servicing Agency

- i. Work with the Requesting Agency to prepare a funding document (Part B of the IA).
- ii. Do not accept the funding document unless it: (1) identifies proper funds, including the type of funds to be used, shows the period of availability, and a funds citation; (2) identifies the funds certifying official and (3) adequately describes a bona fide need of the Requesting Agency.
- iii. Assist the Requesting Agency in complying with the bona fide needs rule by:
 - A. managing funds according to the Requesting Agency's guidance;
 - B. recording transactions in a timely fashion; and
 - C. implementing and exercising controls to ensure compliance with all applicable statutory and regulatory fiscal requirements.

3. Develop acquisition strategy

a. Requesting Agency

- i. Provide the Servicing Agency with information on project objectives, deliverables, and schedule milestones.
- ii. Work with the Servicing Agency to:
 - A. Build on initial acquisition planning and market research that was conducted to develop requirements documents (e.g., share any information gathered on product/service requirements, characteristics, acceptance criteria and any independent cost estimates) and establish a formal acquisition plan, where required; and

- B. Ensure sufficient time has been built into the acquisition schedule to maximize competition and encourage contractors to provide quality proposals.

b. Servicing Agency

- i. Conduct market research.
- ii. Depending on the size and complexity of the acquisition, establish a formal acquisition plan addressing technical, business, management and other significant considerations that will control the acquisition.
- iii. Select an appropriate contract type based on the nature of the requirement and the associated risk.
- iv. Advise the Requesting Agency of the risk associated with the acquisition strategy and contract type.
- v. Provide the Requesting Agency with the opportunity to concur on the contract type as well as with the acquisition plan, when required.

4. Prepare, or finalize, statement of work (SOW) and/or specifications

a. Requesting Agency

- i. Work with the Servicing Agency to ensure:
 - A. requirements are clearly defined so offerors may make informed business decisions on whether to respond and perform the due diligence necessary to propose the best solutions; and
 - B. suitable performance standards are established against which results may be effectively measured.
- ii. For contracts or orders with award fees, work with the Servicing Agency to develop appropriate award fee criteria and composition of the award fee board, if one is to be established.

b. Servicing Agency

- i. Prepare and/or finalize SOW/SOO/PWS/specs based on requirements documents (or initial SOW/SOO/PWS/specs) provided by the Requesting Agency, discussions with Requesting Agency stakeholders -- including program and project managers, contracting, fiscal, legal, and others participating in the acquisition process - market research, and other acquisition planning efforts.

- ii. Ensure requirements are clearly defined and suitable performance standards are established against which results may be effectively measured.
- iii. Provide the Requesting Agency with the opportunity to concur on SOW/SOO/PWS/specs before finalizing.
- iv. For contracts or orders with award fees, develop award fee criteria that are tied to identifiable acquisition outcomes, defined in terms of cost, schedule, and performance outcomes.

5. Develop quality assurance requirements

a. Requesting Agency

- i. Assist the Servicing Agency in developing the QASP, where required, including identification of the work requiring surveillance and the method of surveillance.
- ii. Provide trained personnel (e.g., contracting officer's technical representative) to perform monitoring where monitoring is required.

b. Servicing Agency

- i. Consult with Requesting Agency to identify work requiring surveillance and the method of surveillance.
- ii. Ensure the selected surveillance method, including costs and required resources, are appropriate for the risk associated with the acquisition.
- iii. Consult with the Requesting Agency on the strategy for developing quality assurance (QA) documents (e.g., government develops QA plan (OAP) as part of SOW or QASP as part of the PWS; offerors propose QASPs in response to SOO).
- iv. In preparing QA documents:
 - A. Consider drafts developed by the Requesting Agency.
 - B. If offerors are required to submit proposed QASPs, review the proposal to ensure the plan meets the government's surveillance needs.
 - C. Review proposed QASPs with the Requesting Agency.
- v. Provide the Requesting Agency with an opportunity to concur on the QASP or OAP before finalizing.

6. Identify official to assist contracting officer with contract administration

a. Requesting Agency

- i. Provide qualified, trained, available, and willing individuals to be designated or appointed by the Contracting Officer to serve as the Receiving Official or Contracting Officer's Representative (COR).
- ii. CORs must be qualified individuals with technical expertise and with appropriate acquisition training in accordance with OFPP Federal Acquisition Certification standards for CORs. All CORs must complete 40 hours of initial acquisition training prior to their appointment. This training must have occurred in the two years prior to their appointment. In addition, CORs must complete at least 40 hours of acquisition training every two years to maintain currency.

b. Servicing Agency

- i. For each requirement, determine the required level of contract administration. For simple acquisitions, designate a Receiving Official to accept delivery and verify invoice payment. For complex acquisitions, appoint a qualified and trained COR before contract performance begins.
- ii. If the selected contract-type involves a fee or incentive, appoint a fee determination official before contract performance begins.

7. Comply with competition requirements

a. Requesting Agency

- i. Ensure enough time is built into the acquisition strategy to foster competition (e.g., allow the Servicing Agency to develop reasonable response time considering the complexity, commerciality, availability, and urgency of the need).
- ii. Participate in the development of technical evaluation criteria.
- iii. If an exception to competition is required and justified (including exceptions to the fair opportunity process for multiple award contracts and exceptions recognized under FAR Subpart 8.4 for Multiple Award Schedule contracts), develop

supporting rationale through market research and due diligence and provide appropriate documentation to the Servicing Agency.

b. Servicing Agency

- i. Develop technical evaluation criteria in consultation with Requesting Agency.
- ii. Seek competition unless an exception is justified.
- iii. Require Requesting Agency to furnish supporting rationale and documentation to support an exception to competition,
- iv. Review sufficiency of justification and documentation before approving and proceeding with a non-competitive action.

8. Comply with customer-unique laws and policies

a. Requesting Agency

- i. Apprise the Servicing Agency of all terms, conditions, and requirements to be incorporated into the contract/order as necessary to comply with the statutes, regulations and directives that are unique to the Requesting Agency (e.g., funding restrictions),
- ii. Provide information and timely clearance on security requirements applicable to the IA.

b. Servicing Agency

- i. Ensure the Requesting Agency-unique laws or restrictions and data collection and reporting requirements that have been identified by the Requesting Agency are followed.
- ii. Work with the Requesting Agency to mutually agree to appropriate contract clauses addressing customer-unique laws and policies.

9. Ensure price reasonableness

a. Requesting Agency

- i. Provide input to Servicing Agency to assist in determination of whether proposed contract prices are fair and reasonable.

b. Servicing Agency

- i. Ensure appropriate price reasonableness and best value determination is conducted and documented at time of award. Consider the agreed-upon terms and conditions, promised quality, and delivery schedule. Request and consider any input from Requesting Agency, including its independent cost estimate, if one was prepared.

10. Conduct source evaluation and make award

a. Requesting Agency

- i. As needed, may, with collaboration with the Servicing Agency, provide necessary resources for technical evaluation of proposals or quotes and participation in activities that require technical expertise.
 - A. As needed, may attend oral presentation and technical evaluation discussions.
 - B. As needed, may conduct or assist with technical evaluations.
- ii. As needed, may review the evaluation plan and generally have representation on the source evaluation board.
- iii. Provide the correct funding -agency code needed for accurate reporting to the Federal Procurement Data System (FPDS).

b. Servicing Agency

- i. Appoint the source selection authority and the source evaluation board.
- ii. Ensure source evaluations are conducted fairly and proposals are evaluated based solely on the factors and subfactors in the solicitation.
- iii. Ensure award decisions are properly documented, including the rationale for any tradeoffs made or relied on by the source selection authority.
- ~~iv. Consult with the Requesting Agency prior to making a final decision.~~ (b) (6), (b) (7)(C)
- v. Execute the award decision and debrief offerors as necessary.
- vi. Ensure the funding agency code provided by the Requesting Agency is entered into Federal Procurement Data System (FPDS).

11. Conduct inspection, acceptance, and surveillance

a. Requesting Agency

- i. Ensure deliverables are received and quality is acceptable. Inspect work for compliance with contract requirements, reporting any issues and or concerns to the Servicing Agency..
- ii. Conduct appropriate surveillance, which may include site visits, pre-planned inspections, random unscheduled inspections, review of contractor reporting requirements (e.g. progress reports, shop plans, and blueprints), and periodic meetings with Servicing Agency officials.
- iii. Perform duties in a timely manner. Advise the Servicing Agency's CO immediately of any circumstances that affect performance by the contractor, including failures to comply with technical requirements of the contract or to show a commitment to customer satisfaction, particularly if the contractor does not make corrections.

b. Servicing Agency

Ensure that personnel who have been appointed to perform contract administration are carrying out responsibilities related to inspection, acceptance, and surveillance and reporting back in a timely manner.

Ensure appropriate surveillance is conducted. The type and extent of surveillance should be commensurate with the criticality of the service or task and the resources available to accomplish the surveillance. Surveillance should ensure that the government receives the value for which it contracted.

Work with the Requesting Agency, as necessary, to identify respective roles for other applicable contract administration responsibilities identified in FAR 42.302.

Take appropriate and timely actions to address performance problems, typically, problems will be identified by the COTR.

12. Determine when contract modifications are required

a. Requesting Agency

- i. Work with the Servicing Agency to evaluate proposals for changes. If requested by the Servicing Agency's CO, participate in negotiation of changes, modifications, and claims.

- ii. Ensure agency is not authorizing work (making commitments or promises, issuing instructions to start or stop work, directing changes), changing any contractual documents, modifying the scope of work (including the period of performance), authorizing accrual of costs, or otherwise providing direction to the contractor, except as expressly authorized in an appointment by the Servicing Agency's CO,

b. Servicing Agency

- i. Work with Requesting Agency to evaluate proposals for changes.
- ii. Ensure that any modifications to the requirements or price of the order or contract remain within the overall scope of the contract or order.
- iii. Work with Requesting Agency to develop funding document (i.e, Part B of IA), or addendum to existing funding document, to cover contract modification.

13. Prepare contractor performance evaluations

a. Requesting Agency

- i. Track, measure, and report to the Servicing Agency CO on the performance of the contractor.

b. Servicing Agency

- i. Evaluate the contractor's performance, taking into consideration data provided by the COTR/COR and (b) the end users from the Requesting Agency.
- ii. Provide evaluations to the contractor as soon as practicable after completion of the evaluation. Review performance with the contractor in accordance with FAR 42.1502.
- iii. Document performance in the contract file. (The ultimate conclusion on the performance evaluation is a responsibility of the Servicing Agency.)
- iv. Input data into the Contractor Performance Assessment Reporting System (CPARS).

14. Review and approve invoices and make payment

a. Requesting Agency

i. Reserved.

b. Servicing Agency

Ensure the contract/order addresses the appropriate processes for invoice submittal and approval and identifies the payment office, which typically is the Servicing Agency.

Work with the appointed COTR, or *Receiving Official* responsible for invoice review, to facilitate accurate and timely review and payment to the contractor.

Approve or disapprove payment in accordance with the contract. Regardless of the funding source, the Servicing Agency CO retains the authority to stop payment when necessary.

Pay non-disputed invoice and bill the Requesting Agency for reimbursable services,

Return improper invoice within specified time periods (e.g., in accordance with the Prompt Payment Act where, applicable).

Do not authorize payment if the work being invoiced is disputed or the invoice is otherwise found to be improper.

15. Perform contract closeout

Requesting Agency

Support contract close-out functions, to include providing appropriate funding to satisfy settlement agreements and/or claims.

Take appropriate actions to retrieve unexpended balances.

b. Servicing Agency

Close out contract/order upon ensuring that all contract/order requirements and administrative actions have been completed.

Return unused balance of the funds to the Requesting Agency.

16. Track contract activity

a. Requesting Agency

- i. Ensure that correct data is provided in a timely manner to the Servicing Agency to facilitate accurate and complete data reporting.
- ii. Provide the correct funding agency code to the Servicing Agency needed for accurate reporting to FPDS.

b. Servicing Agency

- i. Ensure accurate contract data reporting into the applicable government-wide database - e.g., report use of competition for placement of task and delivery orders and contract awards in FPDS; report contractor performance assessments in CPARS, consistent with Requesting Agency's threshold for reporting; and ensure contractor is reporting required subcontracting data into the Electronic Subcontracting Reporting System (ESRS).

If this is an Assisted Acquisition, the Servicing Agency must do the following:

(a) All contracts or orders awarded must comply with the provisions of the Competition in Contracting Act (CICA), Public Law 98-369; and

(b) When awarding any new contract (does not include orders or modifications to contracts/orders) in excess of \$1,000,000 or change in contract scope in excess of \$1,000,000, which results from this Interagency Agreement:

(1) Delay any contract award(s) and any public announcement(s) of such pending award(s) as needed to ensure that the Requesting Agency complies with its requirement to notify the Committees on Appropriations in the House and Senate at least five (5) full business days in advance of such contract award(s) and public announcement(s); and

(2) Enter the Servicing Agency's Funding Agency and Funding Office Identification Codes in the Federal Procurement Data Systems (FPDS) when reporting any contract (or order) award(s). [Note: The Funding Agency ID is "7014" (CBP- Customs and Border Protection); the Funding Office Identification Codes are "CS001" (Procurement Directorate, DC) or "CS002" (Procurement Directorate, Indianapolis)]

Actions under (b) (1) must be coordinated with the Requesting Agency's Contacting Officer. Proof of actions under (b)(2) shall be provided to the

Requesting Agency's Contacting Officer.

- ii. Confer with Requesting Agency if funding agency code has not been provided.
- iii. In accordance with FAR Subpart 34.2, for contracts involving significant development work, provide earned value management report to project manager.
- iv. Ensure proper socio-economic credit is assigned to the requesting agency.

A.7. Billing & Payment

(a) Procedures

The Servicing Agency will pay contractor invoices for acquisitions under this IA on a reimbursable basis. The Servicing Agency will present an itemized statement to the Requesting Agency for reimbursement of incurred contract costs and assisted services support costs. The Requesting Agency will pay reimbursable billings to the Servicing Agency.

Reimbursable billings are delinquent when they are 30 or more calendar days old (from date of the billing). When billings remain delinquent over 30 calendar days and the Requesting Agency has not indicated a problem regarding services, the Servicing Agency may choose not to award any new contract/orders or modifications to existing contract/orders for the Requesting Agency (or the client within) and termination of existing services will be considered and negotiated with the Requesting Agency.

(b) Service charge

There is no service charge. The Servicing Agency will be reimbursed for all costs related to performing the work.

(c) Prompt payment Interest

The Requesting Agency shall be responsible for interest owed under the Prompt Payment Act.

(d). The Servicing Agency is limited to recovery of only actual costs incurred. The Servicing Agency shall notify the Requesting Agency's COTR/Program Manager in writing when the costs incurred, together with costs of any outstanding

commitments, total 80 percent (%) of the obligated estimated cost ceiling of this Interagency Agreement.

The Servicing Agency shall make no other commitments or expenditures beyond 100% of the funds obligated and shall be excused from further performance of the work unless, and until, the Requesting Agency's Contracting Officer (CO), or other authorized official, increases the total obligation by modification to the Interagency Agreement.

~~The Requesting Agency shall not pay the Servicing Agency fees.~~

(b) (6), (b) (7)(C)

(e) Special Terms for One-year Funding

The total amount to be reimbursed shall not exceed the total amount obligated for the current fiscal year. If this Interagency Agreement is issued under the authority of the Economy Act (31 U.S.C. 1535 and 1536) and the Servicing Agency uses in-house resources to perform part or all of the agreement, work must stop on September 30th of the current fiscal year, and any unexpended funds must be deobligated. In-house work to continue to the next fiscal year must be funded effective October 1st with the new fiscal year's funds. If the Servicing Agency obligates the annualized funds by awarding a contract or an order prior to the expiration of the fiscal year, the funds will be protected and do not need to be deobligated after September 30.

(f) Special Terms for Greater Than One-year Funding

For longer than one-year (e.g., two-year, no-year) funding availability, the dates are extended appropriately.

(g) Billing Instructions and Support Documentation for Expenditures

Billing and reimbursement may be handled through the Intra-governmental Payment and Collection (IPAC) system, or the Servicing Agency may submit invoices when the work is completed or as otherwise authorized by the Requesting Agency. The Interagency Agreement number (Payable IGT number), the Agency Locator Codes, appropriate accounting code(s), and associated dollar amounts must be referenced on all IPAC transaction or invoices.

If IPAC is used, the Servicing Agency shall provide documentation supporting all charges to the Requesting Agency's COTR or Program Manager. In the event that advance payment is requested and authorized, the Servicing agency shall furnish expenditure reports to the COTR or Program Manager on a quarterly basis.

If invoices are used, the invoices, along with supporting documentation, shall be submitted to the Requesting Agency's payment office as shown on the Interagency Agreement form, with a copy furnished to the COTR or Program Manager. Per the Economy Act and Federal Acquisition Regulation Subsection 17.505, bills or requests for advance payment will not be subject to audit or certification in advance of payment.

Both agencies agree to promptly discuss and resolve issues and questions regarding payments. The Servicing Agency will promptly initiate year-end and closeout adjustments once final costs are known.

(h) Travel

All travel under this Interagency Agreement shall be in accordance with the Federal Travel Regulation.

A.8. Small Business Credit

See paragraph 16, Track Contract Activity, page 13.

A.9. Contract Termination, Disputes and Protests

If a contract or order awarded pursuant to this IA is terminated or cancelled or a dispute or protest arises from specifications, solicitation, award, performance or termination of a contract, appropriate action will be taken in accordance with the terms of the contract and applicable laws and regulations. The Requesting Agency shall be responsible for all costs associated with termination, disputes, and protests, including settlement costs, except that the Requesting Agency shall not be responsible to the Servicing Agency for costs associated with actions that stem from errors in performing the responsibilities assigned to the Servicing Agency. The Servicing Agency shall consult with the Requesting Agency before agreeing to a settlement or payments to ensure that the Servicing Agency has adequate time in which to raise or address any fiscal or budgetary concerns arising from the proposed payment or settlement. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to

(b) (6), (b) (7)(C)

the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims.

A.9. A. Disputes between the Requesting Agency and Servicing Agency

This paragraph A.9.A is deleted in its entirety.

A.10. Review of Part A

The parties agree to review jointly the terms and conditions in Part A at least annually if the period of this agreement, as identified in Section 5, exceeds one year. Appropriate changes will be made by amendment to this agreement executed in accordance with Section 11. The parties further agree to review performance under this IA to determine if expectations are being met and document a summary of their assessment. The responsible reviewing official at each agency shall sign and date the assessment.

The performance assessment will consider, at a minimum, the quality of each party's overall execution of responsibilities assigned under this IA, including each party's responsiveness to requests made by the other party. Information to be evaluated will be obtained through a sampling of records and interviews.

A.11. Amendments / Modifications

- (a) Any reference to amendments or modifications, are used synonymously in this paragraph
- (b) Any material amendments to the terms and conditions in Part A shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.
- (c) When appropriate, a unilateral administrative modification will be issued by the Requesting Agency, e.g., to add funds with no change to the Statement of Work, to change a COTR or Program Manager designation, etc. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) will be issued to make changes to the work covered under the Statement of Work or renew the agreement for optional periods of performance such as successive fiscal years.

A.12. IA Termination

This IA may be terminated upon One Hundred Eighty (180) calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall specify the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

A.13. Interpretation of IA

If the servicing Agency and Requesting Agency are unable to agree about a material aspect of either Part A or Part B of the IA, the parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations.

If a dispute related to funding remains unresolved for more than sixty (60) calendar days after the parties have engaged in an escalation of the dispute, the parties agree to refer the matter to their respective Agency Chief Financial Officers with a recommendation that the parties submit the dispute to the CFO Council Intragovernmental Dispute Resolution Committee for review in accordance with Section VII of Attachment 1 to the Treasury Financial Manual, Volume 1, Bulletin No. 2007-03, Intragovernmental Transactions, Subject: Intragovernmental Business Rules, or subsequent guidance.

A.14. Signatures

REQUESTING AGENCY OFFICIAL:

Signature: _____ Date: _____

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____

E-mail & fax: _____

SERVICING AGENCY OFFICIAL:

Signature: _____ Date: _____

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____

E-mail & fax: _____

See the CBP Form 236 for signatures of appropriate CBP and USACE officials.

Interagency Agreement

PART B — Requirements & Funding Information

B.1. Purpose

This Part of the IA (hereinafter "Part B") serves as the funding document. It provides specific information on the requirements of The U.S. Customs and Border Protection (CBP), (Requesting Agency), sufficient to demonstrate a bona fide need and identifies funds associated with the requirement to allow the U.S. Army Corps of Engineers (USACE), the Servicing Agency, to provide acquisition assistance and conduct an interagency acquisition.

B.2. Authority

The parties' authority to enter into this interagency agreement is (check applicable box):

- ☒ The Economy Act (31 U.S.C. 1535)
- ☐ Franchise Fund (e.g., 31 USC. 501 note) or Revolving Fund (e.g., 40 U.S.C. 321)
Identify specific statutory authority _____
- ☐ Other (Identify specific statutory authority or authorities) _____

B.3. Part B Identifier

HSBP1013X00140

General Terms & Conditions

Activities undertaken pursuant to this document are subject to the general terms and conditions set forth in Part A, Document Number HSBP1013X00140, Part A is located at (check applicable box):

- ☐ [Insert location]
- ☒ Attached

B.5. Project Title

BPFTI Program Management Office/Office of Border Patrol Requirements-Driven Facilities Services

B.6. Description of Products or Services / Bona Fide Need

Funds in the amount of \$3,800,048.95, are hereby obligated under this IAA. Additional funding was previously provided under Reimbursable Work Authorizations (RWAs) as shown in the statement of work to this IAA. The \$3,800,048.95 is comprised of the line item numbers 10 through 50 shown in the schedule of Supplies/Services shown on page 5 of 6 of the IAA.

If the goods and/or services to be acquired are described in an attachment, check the box below and describe the attachment.



Description of goods or services are shown in the Statement of Work, Attachment (1) to the IAA.

B.7. Projected Milestones

USACE agrees to provide CBP with project milestones when they are available.

Event	Projected Date
IA Fully Executed	
Requirements Documents Finalized	
Solicitation Issued	
Award Date	
Delivery Date or Period of Performance	

B.8. Billing and Payment

The Servicing Agency will pay contractor invoices from amounts identified in section 13 on a reimbursable basis. The Servicing Agency will present an itemized statement to the Requesting Agency for reimbursement of incurred contract costs and assisted services support costs. The Requesting Agency will pay reimbursable billings to the Servicing Agency from funds identified in the CBP Form 236. See Section 7 of OFPP Part A for additional terms and conditions addressing billing and payment.

B.9. Description of Acquisition Assistance

The Servicing Agency will provide the following services to the Requesting Agency.

The Servicing Agency will provide cradle-to-grave acquisition support services to the Requesting Agency. These services shall include preparing a solicitation, conducting a competition, including evaluation of offers and source selection, and invoice processing and payment. The Servicing Agency's specific roles and responsibilities of the Requesting Agency.

B.10. Fees

There are no service charges or fees applicable to this transaction. CBP does agree to reimburse USACE reasonable administrative costs for performing the work associated with this IAA. (b) (6), (b) (7)(C)

B.11. Obligation Information

Servicing Agency and Requesting Agency shall complete the table below.

Common Agreement Number	Requirement	Type of Requirement (Product / Severable Service / Non-severable service)
HSBP1013X00140	Tactical Infrastructure (TI) Projects	Non-Severable Services

B.12 Requesting Agency Funding Information

THIS INFORMATION IS SHOWN ON THE CBP FORM 236

Basic appropriation symbol (Treasury account symbol)	
Amount obligated (contract costs plus assisting agency's service fee)	
Fund citation (line of accounting)	
Appropriation expiration date	
Unique restrictions on funding (if any)	
Business event type code	
Agency location code (8-digit) for IPAC	
DUNS / BPN number (Business Partner Network or BPN #)	
Funding agency code	
Funding office code	

Requesting Agency Funds Certifying Official	
<u>I certify that the funds cited above are properly chargeable for the purposes set forth in paragraphs B. 4 and B.11 of this IA</u>	
Signature	Date
Printed Name	
Title Accountant / Budget Officer	
Office <u>Office of Finance & Budget</u>	

B.13. Servicing Agency Funding Information

The Servicing Agency shall complete the table below.

Basic appropriation symbol (Treasury account symbol)	
Fund citation (line of accounting)	
Business event type code	
Agency location code (8-digit) for IPAC	
DUNS / BPN number (Business Partner Network or BPN #)	

B.14. Description of Requesting-Agency Specific Restrictions

None.

B.15. Small Business Credit

The Servicing Agency shall use the Information in OFPP Part A, page 13, paragraph 16.

B.16. Amendments

Any amendments to the terms and conditions in Part B shall be made in writing and signed by both the Servicing Agency and the Requesting Agency.

B.17. Contact Information

See the Statement of Work and CBP Form 236 for contact information for CBP and USACE officials.

Servicing Agency Contracting POC	Requesting Agency Program Office POC

B.17. Signatures

By signing this document, the Requesting Agency confirms that a bona fide need exists and that funds are for the designated purpose, meet time limitations, and are legally available for the acquisition described in this document; that all unique funding and procurement requirements, including all statutory and regulatory requirements applicable to the funding being provided, have been disclosed to Servicing Agency; and all internal reviews and approvals required prior to transferring funds to the Servicing Agency have been completed. The Servicing Agency's acceptance of this document creates an obligation on the part of the Requesting Agency.*

See the CBP Form 236 for applicable signatures	

* Note: If the transaction is subject to the Economy Act, a warranted contracting officer or another official designated by the agency head, must approve a Determination and Finding.

DETERMINATION AND FINDINGS
Authority to Enter into an Interagency Acquisition under the Economy Act
Between:

U.S. Customs and Border Protection and
U.S. Army Corps of Engineers

Based on the following determination and findings, in accordance with the authority of the Economy Act (31 U.S.C. 1535), as implemented in subpart 17.5 of the Federal Acquisition Regulation (FAR), the Requesting Agency, Department of Homeland Security, U.S. Customs and Border Protection, intends to enter into an Interagency Acquisition (IA) with the Servicing Agency, U.S. Army Corps of Engineers (USACE).

FINDINGS

1. The Requesting Agency has a need for the Servicing Agency to provide comprehensive construction life-cycle activities in support of tactical infrastructure (TI) projects and maintenance and repair (M&R) activities, on time and within scope and budget. The technical expertise required across the planning, design, and construction phases of each TI construction project includes program management, project management, acquisition, cost estimating, engineering and architectural design, real estate acquisition, environmental planning, construction, and construction management. To meet this need, the Requesting Agency must convert multiple Reimbursable Work Authorizations (RWAs) (previously issued to the USACE) to a single IA. This strategy is necessary to limit CBP's exposure to invalid obligations, effectively address any issues related to improper payments linked to invalid obligations, produce an effective process for enhancing the overall administration of interagency acquisitions with the USACE, and provide an effective process of ensuring that applicable funding is issued to USACE on a timely basis. The total cost of the base period of the IA is estimated to be \$71,228,245.01. The period of performance is September 17, 2013 through March 16, 2014.

Option years are as follows:

- Option 1: March 17, 2014 through March 16, 2015
- Option 2: March 17, 2015 through March 16, 2016
- Option 3: March 17, 2016 through March 16, 2017
- Option 4: March 17, 2017 through March 16, 2018

2. The supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source because choosing another source would negate the technical knowledge and expertise possessed by the USACE, and the advantages to be gained by utilizing the USACE's ability to respond to TI construction life-cycle requirements on a national scale. As construction project management is one of the USACE's core capabilities, they have access to multiple vendors nationwide and have the in-house technical expertise, as well as the capability of awarding the appropriate contract based on similar requirements of this nature (i.e., MATOC, SATOC) that will enable an expedited preaward and award process. Using the USACE's expertise in this area is resource advantageous, because alternatively, CBP FM&E would be required to solicit, award and manage multiple contracts, which would necessitate an increase in cost and staff, and could potentially lead to delays in delivering the necessary tactical infrastructure to the Border Patrol.
3. Nothing in this requirement conflicts with the authority of the Servicing Agency.

DETERMINATION AND FINDINGS
Authority to Enter into an Interagency Acquisition under the Economy Act

The Servicing Agency has capabilities or expertise to enter into a contract for such supplies or services, which is not available within the Requesting Agency.

4. It is in the best interest of the Government to issue an IA since the supplies or services cannot be obtained as conveniently or economically by contracting directly with a private source for the reason(s) stated in Block 2 above.
5. The requesting agency shall furnish a copy of the D&F to the Servicing Agency with the order.

DETERMINATION

Based on the above findings, I hereby determine that it is in the best interest of the Government to enter into an IA with the Servicing Agency.

Name of Contracting Officer: (b) (6), (b) (7)(C)

Signature: (b) (6), (b) (7)(C)

Date: 09/27/2013

J. C. ...
...

28 Sep 13
Date rec'd in AERC: 27 Sep 13

Date to RM-B: 28 Sep 13

RWA #: 145BP1013X00140

Title: T1 Projects + Maintenance + Repair

Amt: \$ 3,800,048.95

Environmental? Y N ✓

PA/phone #: CS-1598

Remarks: Line items per page 2 of 6

P2: 143875

FWI: 357150

Source Appropriation: 70 X 0633 no year

tech
28 Sep 13

(b) (6), (b) (7)(C)

From:
Sent:
To:
Cc:
Subject:

(b) (6), (b) (7)(C)

Sunday, September 29, 2013 11:50 AM

(b) (6), (b) (7)(C)

[EXTERNAL] RE: HSBP1013X00140 and 148 (UNCLASSIFIED)

(b) (6), (b) (7)(C)

Not sure what happened with these two IAAs:
1013X00140 - TAS is 70X0533 for all lines.
1013X00148 - TAS is 70X0533 for all lines.
Are you able to make a pen & ink change?

Thank you.

(b) (6), (b) (7)(C)

-----Original Message-----

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)]
Sent: Sunday, September 29, 2013 8:17 AM
To: (b) (6), (b) (7)(C)
Cc:
Subject: HSBP1013X00140 and 148 (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Ladies,

Confirm for me the TAS on these two IAAs. I'm showing 0553 is Transportation Authority funding should these be 0533?

X00140 is showing li-30, 40, 50 as 70X0553

X00148 is showing li-20 as 70X0553

thanks.

(b) (6), (b) (7)(C)

Classification: UNCLASSIFIED
Caveats: NONE